# SECTION A: FOUNDATIONS AND BASIC COMMITMENTS

Section A of the policy classification system is a repository for statements related to the district's legal role in providing public education and the underlying principles on which the district operates. The policies in this section provide a setting for all of the School Committee's other policies.

AA	SCHOOL DISTRICT LEGAL STATUS/REGIONAL AGREEMENT	
AA-E	SCHOOL DISTRICT LEGAL STATUS SEAL	
AB	THE PEOPLE AND THEIR SCHOOL DISTRICT	
AC	NONDISCRIMINATION	
ACA	NONDISCRIMINATION ON THE BASIS OF GENDER	
ACAB	HARASSMENT	
AD	MISSION STATEMENT	
ADA	STATEMENT OF PHILOSOPHY	
ADB	SCHOOL DISTRICT GOALS AND OBJECTIVES	
ADC	DRUG-FREE SCHOOLS	
ADD	TOBACCO-FREE SCHOOL POLICY	
ADDA	BACKGROUND CHECKS	
ADDA-R	DCJIS MODEL CORI POLICY	
ADE	SAFE SCHOOLS POLICY	
ADG	WELLNESS POLICY	
AF	COMMITMENT TO ACCOUNTABILITY	
AFA	EVALUATION OF SCHOOL COMMITTEE OPERATIONAL PROCEDURES	
AFB	EVALUATION OF THE SUPERINTENDENT	
AFC	EVALUATION OF PROFESSIONAL STAFF (Also: GCN)	
AFD	EVALUATION OF SUPPORT STAFF (Also: GDN)	
AFE	EVALUATION OF INSTRUCTIONAL PROGRAMS (Also: IKFB)	
AFF	EVALUATION OF SUPPORT SERVICES (Also: EJ)	
AFG	ACCOMPLISHMENT REPORTING TO PUBLIC	

Section Index updated: 10.13.20

# AA School District legal status

## Official Name and Classification

The official name of the school district is:

Minuteman Regional Vocational Technical School District, located at 758 Marrett Road, Lexington, MA 02421.

The official name of the school is: Minuteman Regional Vocational Technical School.

The school is established as a regional vocational technical school, grades nine through twelve, with the provision for adding post-secondary courses and programs as needs are identified and resources become available.

Legal Basis of the School District

# THE REGIONAL AGREEMENT

(see below)

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# **REGIONAL AGREEMENT**

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

# SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

# (A) <u>Composition</u>

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

# (B) <u>Staggering of Terms</u>

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

# (C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

### (D) <u>Subsequent Terms of Office</u>

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

#### (E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

### (F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

#### (G) <u>Power and Duties</u>

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 161, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

### (H) <u>Weighted Voting</u>

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (Approved by Commissioner of Education) First Reading: Second Reading: Adoption: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT Each member of the Regional School Committee will exercise a weighted vote, rounded to the nearest hundredth of a percent, which will be calculated and established as of July 1 of each year as follows. The first half of the weighted vote for all of the member communities will be the same. (For example, if hypothetically there were 16 member communities, then the first half of each member's weighted vote will be 1/16 of 50%, which would be 3.125%). The second half of each member community's weighted vote will be computed as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as the second half of that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, the second half of that member community's weighted vote would be 8.67% of 50%, which would be 4.335%). The two halves will then be added together, and rounded to the nearest hundredth of a percent, to establish that community's total weighted vote. (For example, using the hypotheticals expressed above in this paragraph, the hypothetical community's total weighted vote as of the July 1 in question would be 3.125% plus 4.335%, which would add to 7.46%). Assuming that a quorum as defined in subsection (1) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

### (I) <u>Quorum</u>

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

# SECTION II TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

# SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District, or within a radius of 5 miles from the intersection of Route 2 and Bedford Road, which intersection is in the town of Lincoln, provided that if a community where the school is located ceases to be a district member, the school may continue to be located in that community.

# SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

### (A) <u>Classification of Costs</u>

For the purpose of apportioning assessments levied by the District against the member communities, costs shall be divided into two categories: capital costs and operating costs.

### (B) Capital Costs

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (Approved by Commissioner of Education) First Reading: Second Reading: Adoption: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

### (C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

#### (D) <u>Apportionment of Capital Costs</u>

 The following method will be used for apportioning capital costs incurred prior to July 1, 2016:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, 2016 for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs referred to in subsection IV (F) shall not be included.

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT  The following method will be used for apportioning capital costs incurred on or after July 1, 2016:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2016 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

- a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than one (1) pupil from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of one (1) pupil in the regional district school on said date.
- b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.
- c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:
  - Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the one (1) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment
   ORIGINAL ADOPTION: 6/18/1970
   REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION)
   FIRST READING:
   SECOND READING:
   ADOPTION: 3/11/2016
   REVIEW: 10/21/2008; 2013-15
   MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

figure which is comprised of that town's average regional enrollment figure will be computed.

- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

# (E) <u>Apportionment of Operating Costs</u>

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and ORIGINAL ADOPTION: 6/18/1970 **REVISION:** 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: **ADOPTION:** 3/11/2016 **REVIEW:** 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

### (F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

#### (G) <u>Times of Payment of Apportioned Costs</u>

Each member shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B), of the capital and operating costs. The annual share of each member community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

September 125%December 160%March 175%May 1100%

#### (H) <u>Apportionment of Costs to New Members</u>

 The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION)
 FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

#### (I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

#### ORIGINAL ADOPTION: 6/18/1970

REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

### SECTION V BUDGET

#### (A) <u>Tentative Operating and Maintenance Budget</u>

The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

#### (B) <u>Final Operating and Maintenance Budget</u>

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

#### SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities as an operating cost.

#### SECTION VII AMENDMENTS

#### (A) <u>Limitation</u>

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

#### (B) <u>Procedure</u>

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said community and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each ORIGINAL ADOPTION: 6/18/1970 **REVISION:** 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF **EDUCATION**) FIRST READING: SECOND READING: **ADOPTION:** 3/11/2016 **REVIEW:** 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

#### (C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner.

#### SECTION VIII ADMISSION OF NEW COMMUNITIES

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July I following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

#### SECTION IX WITHDRAWAL

#### (A) <u>Procedure</u>

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

- 1. Payment of its share of operating costs apportioned by way of subsection IV(E).
- 2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
- 3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee will full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

### (B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

 Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

- a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
- b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

# (C) <u>Commissioner's Approval</u>

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

### (D) <u>Amendment to Agreement</u>

The withdrawal of a member which occurs consistent with this Section will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

### (E) Initial Procedure for Withdrawal

Consistent with 603 CMR 41.03(2), the communities of Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston may withdraw from the District effective on the first July 1 after the first December 1 following the Commissioner of Education's approval of the 2016 Amended Regional Agreement, all of the following requirements having been met by each departing member:

- (a) On or before March 1, 2016, voted by simple majority of its legislative body to confirm its commitment to withdraw from the District;
- (b) On or before March 1, 2016, voted to approve the 2016 Amended Regional Agreement;

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT (c) Approval of the 2016 Amended Regional Agreement by the Commissioner of Education.

A vote by any member to adopt the 2016 Amended Regional Agreement shall also constitute approval of the withdrawal of any or all of the communities of Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston from the District pursuant to the Initial Procedure for Withdrawal.

The terms of School Committee members representing communities which withdraw under this Initial Procedure for Withdrawal shall end on the withdrawal date of the community which the member represents. No such community shall have any right or claim onto the assets of the District. Such communities shall continue to be responsible for their respective shares of the District's indebtedness as of the withdrawal date, except that no community withdrawing under this Initial Procedure for Withdrawal shall be responsible for District debt incurred after December 10, 2015.

# SECTION X TUITION STUDENTS

# (A)

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

### (B)

Subject to state law, and applicable regulations, effective June 30, 2018, it shall be the policy of the District to admit out-of-district students only based on tuitions and charges equal or greater than the District's similarly-calculated average per pupil cost for in-district communities as determined by the Committee. Exceptions to this policy may only be made by two-thirds weighted vote of the Committee. The provisions of this paragraph (B) shall not apply to incoming school choice students under M.G.L. c. 76, § 12B.

# SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30. ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# SECTION XII SUBMISSION FOR APPROVAL

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.

APPROVED:

-----

Commonwealth of Massachusetts Commissioner of the Department of Elementary and Secondary Education

Dated

Approved by the Commissioner 3/11/2016. (see attached)

ORIGINAL ADOPTION: 6/18/1970 REVISION: 11/20/1973, 2/20/1979, 10/7/1980; 3/11/2016 (APPROVED BY COMMISSIONER OF EDUCATION) FIRST READING: SECOND READING: ADOPTION: 3/11/2016 REVIEW: 10/21/2008; 2013-15 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# AA-E School District legal status seal

As required by law, the official seal of the Minuteman Regional Vocational Technical School District is used on official, legal, and other important papers, contracts, and certificates. The following is the official seal of the Minuteman Regional Vocational Technical School.

**LEGAL REF:** M.G.L. 71:16

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08 SECOND READING: 11/18/08 ADOPTION: 11/18/08 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# AB The people and their school district

The public schools belong to the people. The people govern the schools under rights guaranteed to them under the Constitution and statutes of Massachusetts. The School Committee is mindful that the people are the ultimate governors of public education and that the Committee also believes that accountability is a shared responsibility involving students, teachers and other employees, the Superintendent, and the people themselves as well as the School Committee. The Committee therefore asserts these beliefs and expectations:

Students should be nurtured at home and in the schools in order that they will learn to hold themselves accountable for their own lives, actions, and decisions as maturing members of a democratic society.

Teachers should hold students accountable for achieving (within the limits of each student's abilities) the objectives of each learning experience.

The Superintendent should hold teachers and other employees accountable for working with diligent effort and with intelligence and imagination in achieving the objectives directly related to their stated job responsibilities.

The Committee should appoint the most capable person available to hold the position of Superintendent and should hold him or her accountable for providing creative professional leadership and counsel in all aspects of the school district program. The public should also hold itself accountable for carrying out its mandate to plan, to make policy, and to lead in the identification of goals and objectives and the resources necessary for their achievement.

The public should hold itself accountable for maintaining a vigorous interest in, concern for, and constructive criticism of the schools; for choosing the most able men and women available to represent them on the School Committee and in the State Legislature and U.S. Congress; and for providing the resources necessary for the Committee and staff to accomplish the long-term goals and objectives of the school district.

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08 SECOND READING: 11/18/08 ADOPTION: 11/18/08 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT M.G.L. 71:1 Constitution of Massachusetts, Part II, Chapter V, Section II

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08 SECOND READING: 11/18/08 ADOPTION: 11/18/08 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# AC NONDISCRIMINATION

Public schools have the responsibility to overcome, insofar as possible, any barriers that prevent students from achieving their potential. The Minuteman Regional Vocational Technical School District will do its part. This commitment to the community is affirmed in the following statements of School Committee intent to:

- 1. Promote the rights and responsibilities of all individuals as set forth in the State and Federal Constitutions, pertinent legislation, and applicable judicial interpretations.
- 2. Encourage positive experiences in human values for children, youth and adults, all of whom have differing personal and family characteristics and who come from various socioeconomic, racial, religious and ethnic groups.
- 3. Carefully consider, in all the decisions made within the School District, the potential benefits or adverse consequences that those decisions might have on the human relationships within the school community.

Through its School Committee, the District declares that it does not discriminate on the basis of race, creed, national origin, religion, color, age, sex, ancestry, genetic information, marital/parental status, veteran status, disability, sexual orientation or gender identity in its programs or activities, including its admissions and employment practices. Additionally, the District does not discriminate against individuals on the basis of homelessness, consistent with the McKinney-Vento Act. The School District further declares that it does not tolerate harassment or discrimination based on race, creed, national origin, religion, color, age, sex, ancestry, genetic information, marital/parental status, veteran status, disability, sexual orientation, gender identity, or homelessness.

This policy of non-discrimination extends to all students and staff, the general public, and individuals doing business with the District.

To ensure compliance with this non-discrimination policy, the Superintendent shall designate one or more individuals to serve as Civil Rights/Title IX Coordinators. Complaints alleging discrimination on the basis of race, creed, national origin, religion, color, age, sex, ancestry, genetic information,

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08; 12/18/12; 11/14/17 Second Reading: 11/18/08; 1/22/13; 1/16/18 Adoption: 11/18/08; 1/22/13 Review: SS, EB, AD for 11/14/17; Counsel 1/12/18 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT marital/parental status, veteran status, disability, sexual orientation, gender identity, or homelessness may be brought to a Civil Rights/Title IX Coordinator for investigation. This includes complaints under Title IX or Section 504. The contact information for the District's Civil Rights/Title IX Coordinator is as follows:

Civil Rights/Title IX Coordinator 758 Marrett Road Lexington, MA 02421 781-861-6500 x7301 Inquiries concerning the applicability of the aforementioned federal laws and regulations to Minuteman Regional Vocational Technical School may also be referred to:

Office for Civil Rights U.S. DOE 5 Post Office Square, 8th Floor Boston, MA 02109-3921 Phone: 617-289-0111 FAX: 617-289-0150 e-mail: OCR.Boston@ed.gov

Massachusetts Department of Education, 75 Pleasant St., Malden, MA 02148-4906 Phone 781-338-3000

Massachusetts Commission Against Discrimination One Ashburton Place #601, Boston, MA 02108 Phone: 617- 994-6000).

#### CROSS REF:

ACA ACAA GBBA JBA Minuteman Student/Parent Handbook

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08; 12/18/12; 11/14/17 Second Reading: 11/18/08; 1/22/13; 1/16/18 Adoption: 11/18/08; 1/22/13 Review: SS, EB, AD for 11/14/17; Counsel 1/12/18 Minuteman Regional Vocational Technical School District

#### LEGAL REFS:

Title VI and Title VII of the Civil Rights Act of 1964, as amended Executive Order 11246, as amended by Executive Orders 11375 and 13672 Equal Pay Act of 1963, as amended by the Education Amendments of 1972 Title IX of the Education Amendments of 1972 Section 504 of the Rehabilitation Act of 1973 Individuals with Disabilities Education Act (IDEA) M.G.L. Chapter 71B: Children with Special Needs

M.G.L. Chapter 76 §§5 and 16

603 CMR 26.00: Access to Equal Educational Opportunity

603 CMR 28.00: Special Education

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08; 12/18/12; 11/14/17 SECOND READING: 11/18/08; 1/22/13; 1/16/18 ADOPTION: 11/18/08; 1/22/13 REVIEW: SS, EB, AD FOR 11/14/17; COUNSEL 1/12/18 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT ACA

# NONDISCRIMINATION ON THE BASIS OF GENDER

The School Committee, in accordance with Title IX of the Education Amendments of 1972, declares that the Minuteman Regional Vocational Technical School District does not and will not discriminate on the basis of sex, sexual orientation, or gender identity in its educational programs and activities. Further, the District will not tolerate discrimination on the basis of sex, sexual orientation, or gender identity.

This policy extends not only to students with regard to educational opportunities, but also to employees with regard to employment opportunities.

The School Committee will continue to ensure fair and equitable educational and employment opportunities, without regard to sex, sexual orientation, or gender identity to all of its students and employees.

To ensure compliance with this policy, the Superintendent shall designate one or more individuals to serve as Civil Rights/Title IX Coordinators. Complaints alleging discrimination based on sex, sexual orientation, or gender identity should be brought to the school's Civil Rights/Title IX Coordinator(s) for investigation. The contact information for the District's Civil Rights/Title IX Coordinator is as follows:

Civil Rights/Title IX Coordinator 758 Marrett Road Lexington, MA 02421 781-861-6500 x7301

CROSS REF:	AC
	ACAA
	JBA

LEGAL REFS:

Title IX of the Education Amendments of 1972

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08; 12/18/12; 11/14/17 SECOND READING: 11/18/08; 1/22/13; 1/16/18 ADOPTION: 11/18/08; 1/22/13 REVIEW: SS, EB, AD FOR 11/14/17; COUNSEL 1/12/18 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT 45 CFR, Part 86: Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance M.G.L. Chapter 76 §§ 5 and 16 603 CMR 26.00: Access to Equal Educational Opportunity

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08; 12/18/12; 11/14/17 SECOND READING: 11/18/08; 1/22/13; 1/16/18 ADOPTION: 11/18/08; 1/22/13 REVIEW: SS, EB, AD FOR 11/14/17; COUNSEL 1/12/18 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# ACAB HARASSMENT

Harassment of students by other students, employees, vendors and other 3rd parties will not be tolerated in the Minuteman Regional Vocational Technical School District. The alleged harassment must involve conduct that occurred within the school's own program or activity, such as whether the harassment occurred at a location or under circumstances where the school owned, or substantially controlled the premises, exercised oversight, supervision or discipline over the location or participants, or funded, sponsored, promoted or endorsed the event where the alleged harassment occurred, against a person in the United States. This policy is in effect while students are on school grounds, School District property or property within the jurisdiction of the School District, school buses, or attending or engaging in school sponsored activities.

Harassment prohibited by the District includes, but is not limited to, harassment on the basis of race, sex, gender identity, creed, color, national origin, sexual orientation, religion, marital status or disability. Students whose behavior is found to be in violation of this policy will be subject to disciplinary action up to and including suspension or expulsion pursuant to disciplinary codes. Employees who have been found to violate this policy will be subject to discipline up to and including, termination of employment, subject to contractual disciplinary obligations.

**Employee-to-Student Harassment** means conduct of a written, verbal or physical nature that is designed to embarrass distress, agitate, disturb or trouble students when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of a student's participation in school programs or activities; or
- Submission to or rejection of such conduct by a student is used as the basis for decisions affecting the student.

**Student- to-Student Harassment** means conduct of a written, verbal, or physical nature that is designed to embarrass, distress, agitate, disturb or trouble students, when:

• Such conduct has the purpose or effect of unreasonably interfering with a student's performance or creating an intimidating or hostile learning environment.

Harassment as described above may include, but is not limited to:

- Written, verbal, or physical (including texting, blogging, or other technological methods) harassment or abuse;
- Repeated remarks of a demeaning nature;
- Implied or explicit threats concerning one's grades, achievements, or other school matter.
- Demeaning jokes, stories, or activities directed at the student.

By law, what constitutes harassment is determined from the perspective of a reasonable person with the characteristic on which the harassment is based. Individuals should consider how their words and actions might reasonably be viewed by others.

The District will promptly and reasonably investigate allegations of harassment through designation of Title IX Coordinator or building based employees, who may include principals or their designees. The superintendent will recommend, in consultation with the principals, opportunities to the designated recipients for appropriate training.

Sexual harassment is unwelcome conduct of a sexual nature. The definition includes unwelcome conduct on the basis of sex that is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity it also includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual harassment includes conduct by an employee conditioning an educational benefit or service upon a person's participation in unwelcome sexual conduct, often called quid pro quo harassment and, sexual assault as the Federal Clery Act defines that crime. Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights (OCR) uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse and sexual coercion. Massachusetts General Laws Ch. 119, Section 51 A, requires that public schools report cases of suspected child abuse, immediately orally and file a report within 48 hours detailing the suspected abuse to the Department of Children and Families. For the category of sexual violence, in addition to Section 51A referrals these offences and any other serious matters shall be referred to local law enforcement. Schools must treat seriously all reports of sexual

harassment that meet the definition of sexual harassment and the conditions of actual notice and jurisdiction as noted above. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstance).

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment, depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and,
- Discussion of one's sexual activities.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating an environment that is hostile, offensive, intimidating, to male, female, or gender non-conforming students or employees may also constitute sexual harassment.

Because the District takes allegations of harassment, including sexual harassment, seriously, we will respond promptly to complaints of harassment including sexual harassment, and following an investigation where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting an environment that is free of harassment including sexual harassment, the policy is not designed or intended to limit our authority

to discipline or take remedial action for conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of harassment or sexual harassment.

Retaliation against a complainant, because they have filed a harassment or sexual harassment complaint or assisted or participated in a harassment or sexual harassment investigation or proceeding, is also prohibited. A student or employee who is found to have retaliated against another in violation of this policy will be subject to disciplinary action up to and including student suspension and expulsion or employee termination.

The complainant does not have to be the person at whom the unwelcome sexual conduct is directed. The complainant, regardless of gender, may be a witness to and personally offended by such conduct.

### NOTICE OF SEXUAL HARASSMENT

The regulations require a school district to respond when the district has actual notice of sexual harassment. School districts have actual notice when an allegation is made known to any school employee. Schools must treat seriously all reports of sexual harassment that meet the definition of harassment and the conditions of actual notice and jurisdiction as noted whether or not the complainant files a formal complaint. Holding a school liable under Title IX can occur only when the school knows of sexual harassment allegations and responds in a way that is deliberately indifferent (clearly unreasonable in light of known circumstances). Schools are required to investigate every formal complaint and respond meaningfully to every known report of sexual harassment.

The regulation highlights the importance of supportive measures designed to preserve or restore access to the school's education program or activity, with or without a formal complaint. Where there has been a finding of responsibility, the regulation would require remedies designed to restore or preserve access to the school's education program or activity.

### **DUE PROCESS PROTECTIONS**

Due process protections include the following:

1) A presumption of innocence throughout the grievance process, with the burden of proof on the school;

- 2) A prohibition of the single investigator model, instead requiring a decision maker separate from the Title IX Coordinator or investigator;
- 3) Application of a preponderance of evidence standard;
- 4) The opportunity to test the credibility of parties and witnesses through cross examination at a live h earing, if offered by the district, subject to "rape shield" protections;
- 5) Written notice of allegations and an equal opportunity to review the evidence;
- 6) Title IX Coordinators, investigators, and decision-makers must be free from bias or conflict of interest;
- 7) Equal opportunity for parties to appeal, where schools offer appeals;
- 8) Upon filing a formal complaint the school must give written notice to the parties containing sufficient details to permit a party to prepare for any initial interview and proceed with a factual investigation. For K-12 schools, a hearing is optional at the election of the district, but the parties must be allowed to submit written questions to challenge each other's credibility before the decision-maker makes a determination. After the investigation, a written determination must be sent to both parties explaining each allegation, whether the respondent is responsible or not responsible, including the facts and evidence on which the conclusion was based by applying the preponderance of the evidence standard. As long as the process is voluntary for all parties, after being fully informed and written consent is provided by both parties, a school may facilitate informal resolution of a sexual complaint.

The District may establish an informal investigation process that may, upon the request of the complainant, be followed by a formal process.

The Superintendent in consultation with the Title IX Coordinator shall designate the principal of each school in the district, or their designee (or some other appropriate employee(s)) as the initial entity to receive the sexual harassment complaint. Also, in a matter of sexual harassment, the district shall require that the Title IX Coordinator be informed, as soon as possible, of the filing of the complaint. Nothing in this policy shall prevent any person from reporting the prohibited conduct to someone other than those above designated complaint recipients. The investigating officer may receive the complaint orally or in writing, and the investigation shall be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances and in compliance with applicable law. The investigation will be prompt, thorough, and impartial, and will include, at least, a private interview with the person filing the complaint and with witnesses. Also, the alleged harasser will be interviewed. When the investigation is completed, the complaint recipient will, to the extent

appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

## **RECORD KEEPING REQUIREMENTS**

Schools must create and maintain records documenting every Title IX sexual harassment complaint. This could include mediation, restorative justice, or other models of alternative dispute resolution. Schools must keep records regarding the school's response to every report of sexual harassment of which it becomes aware even if no formal complaint was filed, including documentation of supportive matters offered and implemented for the complainant.

This policy, or a summary thereof that contain the essential policy elements shall be distributed by the Minuteman Regional Vocational Technical School District to its students and employees and each parent or guardian shall sign that they have received and understand the policy.

To lodge a complaint please contact John Cammarata 781-861-6500 ext 7637

Please note that the following entities have specified time limits for filing a claim.

The Complainant may also file a complaint with:

- The Mass. Commission Against Discrimination, 1 Ashburton Place, Room 601 Boston, MA 02108.
   Phone: 617-994-6000.
- Office for Civil Rights (U.S. Department of Education)
   5 Post Office Square, 8th Floor
   Boston, MA 02109.
   Phone: 617-289-0111.
- The United States Equal Employment Opportunity Commission, John F. Kennedy Bldg.
  475 Government Center Boston, MA 02203.

LEGAL REFS:	M.G.L. 151B:3A
	Title IX of the Education Amendments of 1972
	BESE 603 CMR 26:00
	34 CFR 106.44 (a), (a)-(b)
	34 CFR 106.45 (a)-(b) (1)
	34 CFR 106.45 (b)(2)-(b)(3,4,5,6,7) as revised through June 2020

Note: A summary of the attached Policy, as adopted, must be sent to parents/guardians, students, employees, unions, and prospective employees of the school district including Title IX Coordinator(s), investigator(s) and the decision-maker. The above referenced employees must attend training sessions on the implementation of the Policy.

SOURCE: MASC July 2020

# AD MISSION STATEMENT

Minuteman collaborates with parents, communities, and business leaders to serve a diverse student body with multiple learning styles. Through a challenging, integrated curriculum our students develop the academic, vocational, and technical skills necessary to be productive members of a global community. We value life-long learning that fosters personal and professional development in a safe and respectful environment.

Minuteman is committed to preparing all students for success

ORIGINAL ADOPTION: 9/8/98 REVISION: 3/18/08 FIRST READING: SECOND READING: ADOPTION: VOTED TO ADD TO STUDENT HANDBOOK, 8/19/03 REVIEW: 10/21/08 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

## ADA Statement of Philosophy

PHILOSOPHY: Career and Vocational/Technical Education is responsive to the economic needs of the workplace and the individual. By being engaged with employers, business, and post-secondary institutions, the graduates of Minuteman will be better prepared to contribute to the strength of our nation and the quality of life for its citizens. Minuteman recognizes the attainment of skills needed in the global economy is best accomplished through understanding the unique learning styles that lead to performance and individual student success.

ORIGINAL ADOPTION: 9/8/98 REVISION: 3/18/08 FIRST READING: 10/21/08 SECOND READING: 11/18/08 ADOPTION: VOTED TO ADD TO STUDENT HANDBOOK, 8/19/03 REVIEW: 10/21/08 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# ADB School District Goals and Objectives

### GOALS:

- Promote successful communication between teachers and parents.
- Ensure that Advisory Committees promote collaboration among parents, students, teachers, and industries.
- Employ highly trained instructors.
- Instructors will stay abreast of current developments in their respective fields.
- To promote learning, Minuteman will utilize a whole brain approach to class instruction through a variety of student-based teaching methods.
- Support student achievement through assessments and accommodations that reflect individual learning styles.
- Provide all learners with strong academic and vocational technical preparation.
- Use state-of-the-art equipment and cutting edge technologies.
- Focus programs on self-awareness, awareness of others, and interpersonal skills.
- Prepare to expect and welcome change in all career fields.
- Ensure students learn essential life lessons in the classroom, in extra-curricular activities, and in the community.
- Foster good citizenship by promoting respect, honesty, and pride in one's work.

ORIGINAL ADOPTION: 9/8/98 REVISION: 3/18/08 FIRST READING: 10/21/08 SECOND READING: 11/18/08 ADOPTION: VOTED TO ADD TO STUDENT HANDBOOK, 8/19/03 REVIEW: 10/21/08 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# ADC DRUG-FREE SCHOOLS

The Minuteman Regional Vocational Technical School District will provide a drug-free workplace and certifies it will:

- 1. Notify all employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the District's workplace, and specify the actions that will be taken against employees for violation of such prohibitions.
- 2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the District's policy of maintaining a drug-free work place; available drug counseling, rehabilitation, and employee assistance programs; and the penalty that may be imposed on employees for drug abuse violations occurring in the workplace.
- 3. Make it a requirement that each employee whose employment is funded by a federal grant be given a copy of the policy as required.
- 4. Notify the employee that, as a condition of employment under the grant, the employee will abide by the terms of this policy, and will notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- 5. Notify the federal granting agency within ten days after receiving notice from an employee or otherwise receiving notice of such conviction.
- 6. Take one of the following actions within 30 days of receiving notice with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination; or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health law enforcement, or other appropriate agency.
- 7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all the provisions of this policy.

8. Notify the school committee of any disciplinary actions made to insure a drug-free workplace, without violating the offender's rights to privacy.

CROSS REFS:	JICHA JICHA Student Handbook
LEGAL REFS:	The Drug-Free Workplace Act of 1988 M.G.L. 71:37H
SOURCE:	MASC

#### ADD Tobacco-Free School Policy

#### 1. Statement of Purpose:

The Minuteman Regional Vocational Technical School Committee is committed to providing a tobacco-free environment for the health and well being of the entire school community – students, staff, and visitors to its facilities. Education about the consequences of tobacco use is an integral part of the Minuteman Regional Vocational Technical School Health Curriculum. The use of tobacco products has a direct link to numerous health problems. Tobacco prevention and education play critical roles in establishing life-long, positive health habits. The purpose of this policy is to comply with the requirements of the Massachusetts General Law, Chapter 71, Sections 2A and 37H. It is the intention of the Minuteman Regional Vocational Technical School Committee to prohibit the use or distribution of tobacco products at all times whether or not school is in session within school buildings, on school grounds, on school buses or in other school vehicles, and at all school-sponsored functions in order to improve the health of students, all school personnel and visitors.

#### 2. Definitions:

School: The Minuteman Regional Vocational Technical School.

School Grounds: Property owned or controlled by the Minuteman Regional Vocational Technical School, including but not limited to school buildings, structures, open space, sports or recreational facilities whether enclosed or not, vehicles owned or leased for the purpose of transporting students, school driveways, and school parking lots.

School Personnel: A person who performs services for the Minuteman Regional Vocational Technical School, including but not limited to administrators, teachers, teacher's aides, school counselors, coaches, assistant coaches, school nurses and therapists, cafeteria workers, administrative staff, janitorial staff, volunteers, interns, security guards.

School-sponsored Activity: An activity at least partially funded or controlled by the Minuteman Regional Vocational Technical School or the parent-teacher organization to which students are invited and which occurs on or off school grounds, such as, but not limited to, graduation, sporting events, work internships, job shadowing, dances, field trips or class picnic, etc.

Student: A person enrolled at the Minuteman Regional Vocational Technical School.

Tobacco Products: Cigarettes, cigars, pipe tobacco, chewing tobacco, bidis, snuff or tobacco in any of its forms or any product containing tobacco.

Tobacco Paraphernalia: Shall include, but is not limited to products or materials of any kind which are intended or designed for producing, processing or using tobacco products, or paraphernalia

Tobacco Cessation: An intervention program applied to treat tobacco addiction.

Tobacco Use: The inhaling, exhaling or consuming of any lit or unlit tobacco product or carrying of any lit tobacco product; also, the possession by a student on school grounds of a tobacco product.

Visitor: Any person on school grounds who is not a student or staff member. Examples include repair or delivery personnel, security personnel, presenters, consultants, students or staff from other schools, parents, outside facility users, construction workers and contractors.

#### 3. Tobacco Product Use Prohibited:

No student, school personnel or visitor shall use a tobacco product at any time while on school grounds or at a school-sponsored activity as defined herein.

#### 4. Violations:

The following is the policy to be followed regarding violations of this policy. In appropriate circumstances, additional sanctions or remedies may be used. Nothing contained herein shall operate to limit the authority of any person or the sanctions that may otherwise be imposed by law for violating this policy or the law.

## **Visitors**

 Announcers at all events will remind the public that the Minuteman Regional Vocational Technical School is a tobacco-free environment and that schools are required by law to keep school premises tobacco free. Visitors, who are observed smoking or using tobacco

ORIGINAL ADOPTION: 5/71 REVISION: FIRST READING: 11/19/19 SECOND READING: 1/14/20 Adoption: 1/14/20 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT products on school property, shall be referred to a school administrator, a site administrator or a police officer.

#### 5. Severability:

If any provision of this regulation is declared invalid or unenforceable, the other provisions shall not be affected thereby, but shall continue in full force and effect.

#### 6. Conflict with Other Policies, Laws or Regulations:

Notwithstanding the provisions of this policy, nothing in this policy shall be deemed to amend or repeal applicable fire, health or other laws or regulations so as to permit smoking in areas where it is prohibited by such fire, health or other laws or regulations.

CROSS REFS:	JICG
	KF
	Student Handbook
	Faculty Guide
LEGAL REFS:	M.G.L. 71:2A; 71:37H

Original Adoption: 5/71 Revision: First Reading: 11/19/19 Second Reading: 1/14/20 Adoption: 1/14/20 Review: Minuteman Regional Vocational Technical School District

#### ADDA Background Checks

It shall be the policy of the Minuteman Regional Vocational Technical School District (District) that, as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of full or part time current and prospective District employees, who may have direct and unmonitored contact with children. Direct and unmonitored contact with children is defined in DESE regulations as contact with a student when no other employee who has received a suitability determination by the school or district is present. "Contact" refers to any contact with a student that provides the individual with opportunity for physical touch or personal communication. District employees shall include, but not be limited to any apprentice, intern, or student teacher or individuals in similar positions, who may have direct and unmonitored contact with children working for Minuteman High School, Minuteman Community Education Programs, Minuteman Technical Institute, or any District sponsored activity. The entity having direct hiring authority (School Committee, Superintendent, or their designee) shall obtain a fingerprint background check/CORI/SORI for current and prospective employees. The Superintendent shall also obtain a state and national fingerprint background check for any individual who regularly provides school related transportation to children. The Superintendent or designee may obtain a state and national fingerprint criminal background check for any volunteer, subcontractor or laborer employed by the District to perform work on school grounds, who may have direct and unmonitored contact with children. The fee charged by the provider to the employee and educator for national fingerprint background checks will be \$55.00 for school employees subject to licensure by DESE and \$35.00 for other employees, which fee may from time to time be adjusted by the appropriate agency. The District will provide the applicant information on how to successfully register for a fingerprinting appointment.

The District shall continue to obtain periodically, but not less than every 3 years, from the department of criminal justice information services all available Criminal Offender Record Information (CORI) and Sexual Offender Record Information (SORI) for any current and prospective employee or volunteer within the school district who may have direct and unmonitored contact with children. School volunteers and subcontractors/laborers who may have direct and unmonitored contact with children must continue to submit state CORI/SORI checks.

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for licensing or employment purposes. Where such checks are allowable by law, the District will follow procedures consistent with all applicable laws and regulations. The District will maintain internal procedures that comply with state laws that detail the Storage, Access, and Destruction of CHRI, including CORI and SORI records. The District will also comply with state law and follow procedures regarding training, determining suitability, and adverse Decision based on CHRI, CORI, and SORI records.

#### Reporting to Commissioner of Elementary and Secondary Education

Pursuant to state law and regulation, if the District dismisses, declines to renew the employment of, obtains the resignation of, or declines to hire a licensed educator or an applicant for a Massachusetts educator license because of information discovered through a state or national criminal record check, the district shall report such decision or action to the Commissioner of Elementary and Secondary Education in writing within 30 days of the employer action or educator resignation. The report shall be in a form requested by the Department and shall include the reason for the action or resignation as well as a copy of the criminal record checks results. The superintendent shall notify the employee or applicant that it has made a report pursuant to the regulations to the Commissioner. Pursuant to state law and regulation, if the District discovers information from a state or national criminal record check about a licensed educator or an applicant for a Massachusetts educator license that implicates grounds for license action pursuant to regulations, the Superintendent shall report to the Commissioner in writing within 30 days of the discovery, regardless of whether the district retains or hires the educator as an employee. The report must include a copy of the criminal record check results. The school employer shall notify the employee or applicant that it has made a report pursuant to regulations to the Commissioner and shall also send a copy of the criminal record check results to the employee or applicant.

#### LEGAL REFS:

M.G.L. 6:167-178; 15D:7-8; 71:38R, 151B, 276:100A P.L. 92-544; Title 28 U.S.C. § 534; Title 28 C.F.R. 20.33(b) 42 U.S.C. § 16962| 603 CMR 51.00 803 CMR 2.00 803 CMR 3.05 (Chapter 149 of the Acts of 2004)

FBI Criminal Justice Information Services Security Policy Procedure for correcting a criminal record FAQ - Background Checks ADDA-R

ORIGINAL ADOPTION: 5/71 Revision: First Reading: 11/19/19 Second Reading: 1/14/20 Adoption: 1/14/20 Review: Minuteman Regional Vocational Technical School District

# ADDA-R DCJIS MODEL CORI POLICY

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, and professional licensing applicants.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, the following practices and procedures will be followed.

# Conducting CORI Screening

CORI checks will only be conducted as authorized by the Department of Criminal Justice Information Services (DCJIS), state law, and regulation, and only after a CORI Acknowledgement Form has been completed.

If a new CORI check is to be made on a subject within a year of their signing of the CORI Acknowledgement Form, the subject shall be given seventy-two (72) hours notice that a new CORI check will be conducted.

## Access to CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a "need to know". This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. The district must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

## **CORI** Training

An informed review of a criminal record requires training. Accordingly, all district personnel authorized to review or access CORI will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

ORIGINAL ADOPTION: 1/14/20 REVISION: FIRST READING: 11/19/19 SECOND READING: 1/14/20 Adoption: 1/14/20 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

## Use of Criminal History In Background Screening

CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.

Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

# Verifying a Subject's Identity

If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.

If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

## Inquiring About Criminal History

In connection with any decision regarding employment, volunteer opportunities, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

## Determining Suitability

If a determination is made, based on the verification of identity information as provided in this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless

ORIGINAL ADOPTION: 1/14/20 REVISION: FIRST READING: 11/19/19 SECOND READING: 1/14/20 Adoption: 1/14/20 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:

- (a) Relevance of the record to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of the offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof; and
- (i) Any other relevant information, including information submitted by the candidate or requested by the organization.

The applicant is to be notified of the decision and the basis for it in a timely manner.

#### Adverse Decisions Based On CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' Information Concerning the Process for Correcting a Criminal Record.

#### Secondary Dissemination Logs

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

#### SOURCE:

MASC May 2014

ORIGINAL ADOPTION: 1/14/20 REVISION: FIRST READING: 11/19/19 SECOND READING: 1/14/20 Adoption: 1/14/20 REVIEW: MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# ADE Safe Schools Policy

The Minuteman Regional Vocational Technical School shall maintain a safe and nurturing educational environment where students and others can work and learn without fear. The Minuteman Regional Vocational Technical School will not tolerate violence or injury to staff or students. The school will not tolerate any weapons (as defined in Weapons in Schools policy JICI) at any school activity or on any school district property. The Minuteman Regional Vocational Technical School safety and student discipline shall be fairly and firmly enforced, criminal misconduct shall be reported to the proper law enforcement authority, and school district staff shall cooperate with any subsequent criminal prosecution. The provisions of M.G.L. 71:37H & 71:37L, prohibiting firearms on school property shall be strictly enforced.

It is the policy of the Minuteman Regional Vocational Technical School to endeavor to provide a safe environment in which students can learn and participate in all programs offered or sponsored by the Minuteman Regional Vocational Technical School. Providing for the safety of students, employees and visitors while at school and/or participating in school sponsored activities is the responsibility of all school personnel. If a school department employee confronts a situation that the employee considers to be unsafe for any reason, the employee should take all reasonable steps within his/her ability to eliminate the potential for harm to others and thereafter report the circumstances involved to the Principal. The Superintendent may, from time to time, promulgate "administrative procedures" to effectuate the goals of this policy.

The Superintendent shall keep the School Committee informed of any violations of the Safe Schools Policy without violating any individual's right to privacy.

CROSS REF: JICI

LEGAL REFS: M.G.L. 71:37H; 71:37

ORIGINAL ADOPTION: REVISION: FIRST READING: 10/21/08 Second Reading: 11/18/08 Adoption: 11/18/08 Review: Minuteman Regional Vocational Technical School District

# ADG Wellness Policy

## Policy Intent/Rationale

The Minuteman School District promotes healthy schools, by supporting wellness, good nutrition, and regular physical activity as part of the total learning environment. The District supports a healthy environment where children learn and participate in positive dietary and lifestyle practices. Schools contribute to the basic health status of children by facilitating learning through the support and promotion of good nutrition and physical activity. Improved health optimizes student performance potential and ensures that no child is left behind.

Provide a comprehensive learning environment for developing and practicing lifelong wellness behaviors. The entire school environment, not just the classroom, shall be aligned with healthy school goals to positively influence a student's understanding, beliefs, and habits as they relate to good nutrition and regular physical activity. A healthy school environment should not be sacrificed because of a dependence on revenue from high-added fat, high-added sugar, and low nutrient foods to support school programs.

Support and promote proper dietary habits contributing to students' health status and academic performance. All foods available on school grounds and at school-sponsored activities during the instructional day should meet or exceed the district nutrition standards. Emphasis should be placed on foods that are nutrient dense per calorie. To ensure high quality, nutritious meals, foods should be served with consideration toward variety, appeal, taste safety, and packaging.

Provide more opportunities for students to engage in physical activity. A quality physical education program is an essential component for all students to learn about and participate in physical activity. Physical activity should be included in a school's daily education program from grades 9 through 12. Physical activity should include regular instructional physical education, in accordance with the Massachusetts Health Curriculum Framework and the National Standards for Physical Education (NASPE), as well as co-curricular activities.

ORIGINAL ADOPTION: 7/18/06 REVISION: FIRST READING: SECOND READING: ADOPTION: REVIEW: 10/21/08 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# AF COMMITMENT TO ACCOUNTABILITY

The Minuteman Regional Vocational Technical School Committee, through the Superintendent of Schools, accepts ultimate responsibility for all facets of school operations and programs. Its chief responsibility is accomplishment of the goals and objectives it sets forth, subject to the financial support of the member towns and the financial subsidies provided by the Commonwealth.

Because it is accountable to residents of the district, the School Committee will maintain an accountability system that conforms to state and federal regulations and that will assist the School Committee, administration, parents and public to assess the effectiveness and monitor the improvement of the school.

Every effort will be made by the School Committee, Superintendent and staff to fulfill the responsibilities inherent in the concept of accountability.

LEGAL REFS:

M.G.L. 69:11 No Child Left Behind

AFA

# EVALUATION OF SCHOOL COMMITTEE OPERATIONAL PROCEDURES

The Minuteman School Committee will periodically establish realistic objectives related to Committee procedures and relationships. At the end of a specified length of time, the Committee will measure its performance against the stated objectives.

The following areas of School Committee operations and relationships are representative of those in which objectives may be set and progress appraised:

- 1. Communication with the public
- 2. School Committee Superintendent relationships
- 3. School Committee member development and performance
- 4. Policy development
- 5. Educational leadership
- 6. Fiscal management
- 7. School Committee meetings
- 8. Performance of subcommittees of the School Committee
- 9. Interagency and governmental relationships

When the Committee has completed its self-evaluation, the members will discuss the results in detail and formulate a new series of objectives. At the same time, the Committee will set an approximate date on which the next evaluation will be conducted.

Implied in the concept of evaluation is an assumption that individuals and Committees are capable of improvement. The School Committee believes that its performance will be improved if evaluation is carried out systematically in accordance with good planning, conscientious follow-through, and careful assessment of results.

NOTE: No legal reference found – a practice encouraged by MASC and certainly a quality management process.

ORIGINAL ADOPTION: 4/24/07 REVISION: FIRST READING: 3/20/07 SECOND READING: 4/24/07 ADOPTION: REVIEW: 10/21/08 MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT

# AFB EVALUATION OF THE SUPERINTENDENT

The School Committee and the Superintendent have entered into an agreement, which contains language concerning evaluation. An evaluation instrument has been developed.

LEGAL REFS:

Superintendent Employment Agreement M.G.L. c 71:16, 71:59

# AFC EVALUATION OF PROFESSIONAL STAFF

For pertinent information, refer to the Professional Employees' Collective Bargaining Agreements and individual employment agreements.

# AFD EVALUATION OF SUPPORT STAFF

For pertinent information, refer to the appropriate Employees' Collective Bargaining Agreements and individual employment agreements.

# AFE EVALUATION OF INSTRUCTIONAL PROGRAMS

It is the policy of the Minuteman Regional High School to periodically review instructional programs using standardized assessment measures, staff feedback, self study and peer review, parent, student and community feedback as well as state and federal agency data and review. Information gathered shall be shared with the Minuteman School Committee.

# AFF EVALUATION OF SUPPORT SERVICES

It is the policy of the Minuteman Regional High School to periodically review support services using standardized assessment measures, staff feedback, self study and peer review, parent, student and community feedback as well as state and federal agency data and review. Information gathered shall be shared with the Minuteman School Committee.

# AFG ACCOMPLISHMENT REPORTING TO PUBLIC

It is the policy of the Minuteman Regional High School to report student achievement results, results of peer review as well as state and federal agency review as required by regulation and law. Parents and students receive information regarding the accomplishments of the school and our students through mailings, the web site and local newspapers.

LEGAL REFS:

M.G.L. 69:11 No Child Left Behind